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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
THE RESOURCE GROUP INTERNATIONAL  
LIMITED, TRG PAKISTAN LIMITED,  
MOHAMMED KHAISHGI, and HASNAIN  
ASLAM,

Plaintiffs,

- against -

MUHAMMAD ZIAULLAH KHAN CHISHTI,

Defendant.

23 Civ. 01760 (LLS)

ORDER

Plaintiffs The Resource Group International Limited, TRG Pakistan Limited, Mohammed Khaishgi, and Hasnain Aslam (together "Resource Group" or "plaintiffs") moved for leave to file a supplemental complaint and a preliminary injunction enjoining defendant Christi from proceeding with his Pakistan Lawsuit (the "Pakistan Action") (together "the Motions").

Following the briefing of those motions, Mr. Christi filed a letter motion to file an omnibus sur-reply, which seeks to clarify Mr. Christi's oppositions to the Motions. (Dkt. No. 127). That motion is granted.

In response to Resource Group's Motions, Defendant Christi offers the following stipulation, clarified in his sur-reply:

For any avoidance of doubt on this point, Mr. Christi stipulates that he will withdraw the entirety of his complaint in Pakistan if this Court rules that his claims are released. Further if this Court rules that Mr. Christi's claims should proceed in arbitration, then Mr. Christi will immediately bring corresponding motions for preliminary injunctive relief to Judge Francis in the JAMS arbitration and withdraw the entirety of his complaint immediately after Judge Francis' ruling in that proceeding. Accordingly, there is no reason for this Court to intervene now.

Sur-reply at 4 (Dkt. No. 127-1); see also Def. Opp. to Preliminary Injunction enjoining Defendant from proceeding with Pakistan Action (Dkt. No. 122) at 2.



Resource Group responds that this stipulation is not enough to render Resource Group's motions moot; instead, Resource Group asks Christi to "unconditionally withdraw the Pakistan Suit." Letter to Judge Stanton dated August 13, 2024 on behalf of Resource Group ("Resource Group Letter") (Dkt. No. 129) at 2.

Christi argues that he cannot withdraw the Pakistan suit at present. He claims the Pakistan Action is an interim measure aimed at maintaining the status quo by restraining plaintiff TRG-I from amending its bye-laws while the present litigation is pending. Christi argues that if he is required to withdraw the Pakistan Action, nothing prevents Resource Group from changing its bye-laws and harming Christi in the process. Sur-reply at 3.<sup>1</sup> Resource Group has informed this Court that Christi's urgency regarding a potential change to its bye-laws "is entirely manufactured. TRG-I has not threatened to amend its bye-laws." Resource Group Letter at 2.

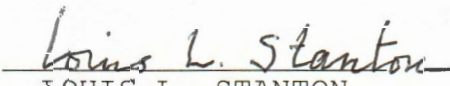
In light of those representations, the parties are directed to confer in good faith to determine whether a stipulation can be reached that renders the Motions moot. Those conversations should be guided by the goal of moving the parties and this case toward the prompt resolution of whether Christi's claims in the underlying JAMS Arbitration are barred by the Release Agreement. The parties are directed to advise the Court of whether they can take advantage of this opportunity to clarify, define and resolve distractions and concentrate on their fundamental arguments regarding the extent to which the Release Agreement waived claims in the JAMS Arbitration.

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<sup>1</sup>Resource Group responds that the Pakistan Action seeks more than "status quo" relief and instead seeks essentially the same relief Christi requested his pending arbitration demands. E.g., Resource Group Letter at 2; Reply to Motion for Preliminary Injunction (Dkt. No. 124) at 12-13. The Court's review of the Complaint in the Pakistan Action reveals that it does request more relief than a restraint on changing the present bye-laws. Pakistan Action Complaint (Dkt. No. 108-4).

So Ordered.

Dated: New York, New York  
August 15, 2024

  
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LOUIS L. STANTON  
U.S.D.J.